

ATTACHMENT I

Notice of Nuisance Abatement Assessment

Administrative Costs

Hudspeth Invoice



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT
CODE ENFORCEMENT

3015 H Street • Eureka CA 95501
Phone: (707) 476-2429 • Fax: (707) 268-3792

May 18, 2021

Certified Mailing No.: 9171 9690 0935 0247 9909 18

Mr. Bobby Marks
46280 State Highway 36
Bridgeville, CA 95526

RE: Service of Notice of Nuisance Abatement Assessment
46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024
Case No: 19CEU-65

Dear Mr. Marks,

Please see attached the Notice of Nuisance Abatement Assessment for your property located at 46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024, for your Code Enforcement Case 19CEU-65.

If you have any questions or concerns about these documents, please feel free to contact me by telephone at (707) 268-3747, or by email kmeynell@co.humboldt.ca.us.

Sincerely,

Karen Meynell
Code Enforcement Manager

Attachment: Notice of Nuisance Abatement Assessment

cc: Eugene Denson



COUNTY OF HUMBOLDT
CODE ENFORCEMENT UNIT
3015 H Street
Eureka, California 95501
(707) 476-2429

NOTICE OF NUISANCE ABATEMENT ASSESSMENT

[Humboldt County Code §351-16]

Address of Affected Property: 46280 State Highway 36, Bridgeville, California, 95526

Assessor's Parcel Number: 208-341-024

To: Bobby Marks and Virginia Marks

46280 State Hwy 36

Bridgeville, CA 95526

NOTICE IS HEREBY GIVEN that the Humboldt County Code Enforcement Unit has taken the actions described in "Attachment A – Actions Required to Abate Nuisance" to correct the condition or conditions found to constitute a nuisance on the above-referenced property situated in the County of Humboldt, State of California, as described in "Attachment B – Legal Description."

NOTICE IS FURTHER GIVEN that the Code Enforcement Unit will seek to levy a nuisance abatement assessment against the affected property in the amount of **Three Hundred Thirty-Two Thousand One Hundred Twenty-Five Dollars and Seventy-Five Cents (\$332,125.75)** in order to recover the abatement costs, administrative costs and/or attorney's fees, as described in "Attachment C – Account of Costs Incurred and Proceeds Received," that were incurred to correct the condition or conditions found to constitute a nuisance on the affected property.

NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an objection to the proposed assessment within ten (10) calendar days after service of this Notice of Nuisance Abatement Assessment.

NOTICE IS FURTHER GIVEN that an objection to the proposed assessment must be prepared using the form attached hereto as "Attachment D – Cost Recovery Hearing Request Form."

APN: 208-341-024

NOTICE IS FURTHER GIVEN that, upon receipt of an objection to the proposed assessment, the Code Enforcement Unit shall set the matter for hearing before the Humboldt County Board of Supervisors, and issue a Notice of Cost Recovery Hearing as set forth in Humboldt County Code Section 351-18.

NOTICE IS FURTHER GIVEN that the date of the Cost Recovery Hearing shall be no sooner than fifteen (15) calendar days after the date on which the Notice of Cost Recovery Hearing is served.

NOTICE IS FURTHER GIVEN that the proposed assessment shall be deemed final and summarily approved by the Humboldt County Board of Supervisors without holding a Cost Recovery Hearing, if an objection to the proposed assessment is not filed within ten (10) calendar days after service of this Notice of Nuisance Abatement Assessment.

NOTICE IS FURTHER GIVEN that the final nuisance abatement assessment, as approved by the Humboldt County Board of Supervisors, may become a charge against the affected property and may be collected at the same time and in the same manner, and shall be subject to the same penalties, interest and procedures of foreclosure and sale in the case of delinquency, as is provided for ordinary property taxes.

NOTICE IS FURTHER GIVEN that the final nuisance abatement assessment, as approved by the Humboldt County Board of Supervisors, may also become a charge against the affected property which has the same force, effect and priority of a judgment lien governed by the provisions of California Code of Civil Procedure Sections 697.310, et seq., and may be extended as provided in California Code of Civil Procedure Sections 683.110, et seq.

Signature:  _____

Title: Director _____

Name: John Ford _____

Date: MAR 12, 2021 _____

ATTACHMENT A

ACTIONS REQUIRED TO ABATE NUISANCE

Violations	Nature of Corrective Actions Taken	Date
§371-2	Research Referral by CDFW, Contact Owner/Responsible of Property	November 5, 2018
	CDFW Coordinated Consent Inspection	December 3, 2018
	Review Permit History	December 2018
	Review Property History	December 2018
	Additional Complaint from California Environmental Protection Agency	March 18, 2019
	Prepared Notice to Abate Nuisance and Notice of Violation	March 21, 2019
	Mailed out Notice to Abate Nuisance and Notice of Violation	March 29, 2019
	Posted Property with Notice to Abate Nuisance and Notice of Violation	March 29, 2019
	Met with Owners at Planning and Building Department	April 8, 2019
	Correspondence/Complaint from California Department of Toxic Substances Control.	April 25, 2019
	Contacted Owner to Receive Consent to Inspect Property with DTSC	April 25, 2019
	Consent Inspection with DTSC	April 30, 2019
	Initiate Process for Request for Proposal for County Abatement	May 17, 2019
	Received DTSC Testing Results	September 26, 2019
	Request for Proposal Approved by BOS	January 20, 2020
	Notify Owner Via Telephone That County is Moving Forward with Obtaining Proposals for Abatement of the Property	March 4, 2020
	BOS Awarded the Project to Hudspeth and Associates. Began Coordination of Schedules and Logistics to Begin Abatement	July 14, 2020
	Property Transferred to New Ownership Resulting in Several Communications and Meetings to Allow New Owner Opportunity to Develop Plan to Abate Property	August 11, 2020
No Response from New Property Owner with Abatement Plan Resulted in County Executing Professional Services Agreement with Hudspeth and Associates	September 3, 2020	

Prepared and Sent Letter to Attorney for New Property Owner Informing of County Intent to Perform Abatement of Property.	September 3, 2020
Prepared & Submitted Inspection Warrant and Order of Abatement to Judge	September 15-25, 2020
Prepared Letter of Intent to Serve Inspection Warrant and Order of Abatement/Posted it at Property	September 25, 2020
Various Communications Regarding Delay Due to Wildfire	Sept 25 – October 25
Responded to Property for the First Day of Abatement	October 26, 2020
Responded to Property for Progress Check	November 5, 2020
Responded to Property for Progress Check	November 9, 2020
Responded to Property for Progress Check	November 16, 2020
Prepare & Submit Extension for Inspection Warrant and Order of Abatement to the Superior Court	November 20, 2020
Responded to Property for Progress Check	November 30, 2020
Responded to Property for Progress Check	December 4, 2020
Updated Case with Photos/Information from Throughout the Abatement	December, 2020
Prepared/Submitted Inspection Warrant and Order of Abatement Return to the Superior Court	December, 2020
Prepared Notice of Abatement Assessment	April, 2020

ATTACHMENT B LEGAL DESCRIPTION

That real property situated in the State of California, County of Humboldt, described as follows:

PARCEL A

Parcel 19, as shown on the Map of Tract No. 289 (Cobb Station) filed in the office of the Humboldt County Recorder in Book 19 of Maps, pages 27 through 33 inclusive.

RESERVING THEREFROM easements for utilities together with overhang and anchor easements, as required for the benefit of Parcels 1 through 24 inclusive, in and over those strips of land along property lines as shown on said map.

PARCEL B

Easements for utilities, together with overhang and anchor easements as required in and over those strips of land along the property lines of Parcels 1 through 24 as shown on said map.

ATTACHMENT C

ACCOUNT OF COSTS INCURRED AND PROCEEDS RECEIVED

ABATEMENT COSTS		
Violation	Nature of Cost Incurred	Amount
§371-2	Abatement Services Include:	
	Obtain necessary permits	
	Removal and transport of junk motor vehicles, vehicle parts and tires	
	Removal of appliances	
	Removal of hazardous materials	
	Removal of solid waste	
	Total:	\$307,576.99
ADMINISTRATIVE COSTS		
Violation	Nature of Cost Incurred	Amount
§371-2	Staff Time: Code Investigator - 6.5 hours at \$115/hour = \$747.50 Code Officer – 1.75 hours at \$106/hour = \$185.50 Code Manager – 109.5 hours at \$212/hour = \$23,214.00	\$24,147.00
	Mileage: 813 Miles at \$0.54/mile	\$401.76
	Total:	\$24,548.76

ATTACHMENT C

ACCOUNT OF COSTS INCURRED AND PROCEEDS RECEIVED

ATTORNEY'S FEES		
Violation	Nature of Cost Incurred	Amount
§371-2	None	\$0.00
PROCEEDS RECEIVED FROM SALE OF PERSONAL PROPERTY		
Violation	Property Sold	Amount Received
§371-2	None	\$0.00

The Professional Services Agreement between the County of Humboldt and the contractor, Hudspeth and Associates, Inc., and their invoice follow.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUDSPETH AND ASSOCIATES, INC.
FOR FISCAL YEAR 2020-2022**

This Agreement, entered into this 28th day of July, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and HUDSPETH AND ASSOCIATES, INC., AN ASRC INDUSTRIAL SERVICES COMPANY, a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department, Code Enforcement, desires to retain the services of a qualified professional to manage a large public nuisance abatement project; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Planning and Building Department Director or designee thereof, hereinafter referred to as "Director".

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until December 31, 2021, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or

eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination, including services, materials and supplies ordered prior to the receipt of such notice, to the extent such orders cannot be cancelled; cancellation charges for any such services, materials and supplies that are cancelled; and any other reasonable costs arising directly from such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Seven Thousand Five Hundred Seventy-Six Dollars and Ninety-Nine Cents (\$307,576.99). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Planning and Building Department
 Attention: Delilah Moxon, Administrative Services Manager
 3015 H Street
 Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective

addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Planning and Building Department
Attention: Delilah Moxon, Administrative Services Manager
3015 H Street
Eureka, CA 95501

CONTRACTOR: Hudspeth & Associates, Inc.
Attention: David Martin
Director of West Coast Operations
2085 N. Broadway, Suite 500
Walnut Creek, CA 94596

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies

and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to

carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorney's fees and other costs of litigation, to the extent arising out of CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole or gross negligence or willful misconduct of any indemnified party.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages arising from CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured to the extent of the risks and liabilities expressly assumed herein for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other

available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Hudspeth & Associates, Inc.
Attention: David Martin
Director of West Coast Operations
2085 N. Broadway, Suite 500
Walnut Creek, CA 94596

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current

and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Director.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision

of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 4 – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

The parties recognize and are aware that the impacts of COVID-19 are unknown, however, it is understood that the effects could negatively impact and delay CONTRACTOR's work in connection with adverse slowdowns or stoppages related to many aspects of the project, including both limitations on labor forces and delays in the supply of materials, equipment or products. CONTRACTOR has not factored any COVID-19 impacts into the contract time or the contract amount. The parties agree that delays arising from or related to the effects of COVID-19 are beyond the control of CONTRACTOR and if such delays occur, CONTRACTOR will be granted an equitable extension of time. The parties will negotiate an equitable adjustment in the contract amount. Further, the parties recognize that some of the materials, equipment, or products to be used in performing CONTRACTOR's work may become subject to a price increase in connection with COVID-19. In the event there is a price increase that occurs between the date of this contract and the date of installation or use of materials, equipment or

products that arises or is related to COVID-19, to the parties will negotiate an equitable adjustment in the contract amount. The parties agree that, due to issues related to COVID-19, CONTRACTOR shall have the right to terminate this contract without any penalties upon written notice to COUNTY.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

39. COUNTERPARTS:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

40. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:

Notwithstanding anything to the contrary in this Agreement or any other relevant associated document, in no event shall either party be liable for any indirect, special, consequential or punitive damages in connection with Work performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HUDSPETH & ASSOCIATES, INC.:

By: 

Date: 07/28/2020

Name: Matthew Dunn

Title: Vice President

By: 

Date: 07/28/2020

Name: Danette Brancio

Title: Controller

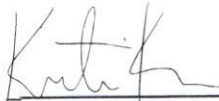
COUNTY OF HUMBOLDT:

By: 

Date: 8/21/2020

John Ford
Director, Planning and Building Department

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 9/3/2020

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Hudspeth & Associates Bid Proposal

EXHIBIT A
SCOPE OF SERVICES
HUDSPETH AND ASSOCIATES, INC.
2020-2021

1. SERVICES:

- As described in the Response Proposal Dinsmore Property Nuisance Abatement dated February 28, 2020 in response to Humboldt County Planning and Building Department Request for Proposal, Exhibit C, and incorporated into this agreement.
- **Compliance with applicable laws, ordinances, rules and regulations:** Contractor shall comply with all federal, state, local and other applicable laws, ordinances, rules and regulations affecting the property or bearing on the performance of the services.
- **Obtaining necessary permits:** Contractor is responsible for obtaining all necessary permits and licenses to complete the scope of work.
- **Removal and transport of all junk motor vehicles, vehicle parts and tires:** Contractor will remove all junk vehicles in whole or portions thereof, bulk vehicle parts, marine vessels, motorcycles, tires and other equipment from the property and transport to a permitted scrap processing facility.
- **Removal of appliances:** Contractor will gather and haul junk appliances to a permitted recycling facility.
- **Removal of hazardous materials:** Contractor will identify hazardous waste, neutralize, contain, collect, remove and dispose of chemicals, hazardous substances, bio-hazard waste, and other spilled or abandoned materials. All removed materials and substances shall be safely collected, handled, transported, stored and disposed of in full compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
- **Removal of solid waste:** Contractor will remove and transport solid waste to a landfill or approved disposal site.
- **Render the property safe:** Protect the property from entry of unauthorized persons during clean up and sampling work.
- **Documentation of work:** Contractor will document junk removal activities and provide photographs of the area after all junk material has been removed.

EXHIBIT B
SCHEDULE OF RATES
HUDSPETH AND ASSOCIATES, INC.
2020-2022

1. RATE OF COMPENSATION:

- As described in the Response Proposal Dinsmore Property Nuisance Abatement dated February 28, 2020 in response to Humboldt County Planning and Building Department Request for Proposal, Exhibit C, and incorporated into this agreement not to exceed \$307,576.99.



HUDSPETH

ENVIRONMENTAL REMEDIATION AND CONSTRUCTION SERVICES

4775 S. Santa Fe Circle
Englewood, CO 80110
303-791-5562

Invoice Date: January 7, 2021

Invoice #: rel-13923
Hudspeth Job #: 520014
PO #: _____

Customer: Planning and Building Department
Attn: Delilah Moxon, Administrative Services Manager
3015 H Street
Eureka, CA 95501

Contact: Karen Meynell
Phone: (707) 268-3747
E-Mail: kmeynell@co.humboldt.ca.us
Terms: Net 30 Days

Job Description: Dinsmore Property Nuisance Abatement Services

Job Location: 46280 State Hwy 36, Dinsmore, CA **Job Date (s):** 11/1/20-12/8/20

Progress Billing: NO
Final Billing: YES

ITEM	DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
1	Dinsmore Property Nuisance Abatement Services	each	307,576.99	307,576.99
	Services Included the following:			
	* Obtain necessary permits			
	* Removal and transport of all junk motor vehicles, vehicle parts and tires			
	* Removal of appliances			
	*Removal of hazardous materials			
	* Removal of solid waste			

THANK YOU FOR YOUR BUSINESS

NON-TAXABLE AMOUNT	\$307,576.99
TAXABLE AMOUNT	n/a
SALES TAX	n/a
TOTAL DUE	\$307,576.99

Currency: USD

Dave Martin **Operations Manager**

Direct Phone **925-238-8824**

TIN 84-1488347

Please make checks payable to Hudspeth & Associates, Inc.

A service charge of 18% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS
 Hudspeth & Associates, Inc. 4775 S. Santa Fe Circle Englewood CO 80110
 PROJECT AND LOCATION County of Humboldt - Junk PROJECT OR CONTRACT NO.
 PAYROLL NO. 1 46280 State Hwy 36 Dinsmore CA PSA 2020-2022

OMB NO.: 1235-0008
Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S CLASSIFICATION	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS	
			11/02	11/03	11/04	11/05	11/06	11/07	11/08											
Mon	Tue	Wed	Thu	Fri	Sat	Sun														
James Martin 5383	R	Group 3 Area 1b									0.00	1920.96	209.85	526.96	211.80	0.00	68.65	1017.26	2077.78	
James Martin 5383	R	Group 3 Area 1b	6.00	6.00	6.00	6.00	6.00				80.04	3095.04	209.85	526.96	211.80	0.00	68.65	1017.26	2077.78	
James Martin 5383	R	Group 3 Area 1b	2.00	2.00	2.00	2.00	2.00				57.34	3095.04	209.85	526.96	211.80	0.00	68.65	1017.26	2077.78	
Andrew Powell 5737	R	Group 6 Area 1b									0.00	1369.26	185.75	411.64	0.00	0.00	597.39	2180.63		
Andrew Powell 5737	R	Group 6 Area 1b	6.00	6.00	6.00	6.00	6.00				76.07	2778.02	185.75	411.64	0.00	0.00	597.39	2180.63		
Andrew Powell 5737	R	Group 6 Area 1b	8.00	2.00	2.00	2.00	2.00				57.34	2778.02	185.75	411.64	0.00	0.00	597.39	2180.63		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 12/14/20

I, Katy Amann Project Financial Coordinator
(Name of Signatory Party) (Title)

do hereby state:
(1) That I pay or supervise the payment of the persons employed by
Hudspeth & Associates, Inc. on the

County of Humboldt - Junk Yard (Contractor or Subcontractor)
(Building or Work); that during the payroll period commencing on the
02 day of November, 2020, and ending the 08 day of November, 2020,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Hudspeth & Associates, Inc. (Contractor or Subcontractor)
from the full
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,
State Disability(SDI) Court Ordered Wage Attachments, 401K

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH


Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
James Martin - Other Deductions	SDI, Life, STD, Dental, Vision

REMARKS:

Payroll #1
Wage Decision #s NC-23-102-1-2020-2 Laborers
NC-23-63-1-2020-2 Operating Engineer (Heavy and Highway)
All employees are paid the fringe benefits in cash. There is no
further breakout of fringe benefits paid to any plans or funds.

NAME AND TITLE	SIGNATURE
Katy Amann Project Fi	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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NAME OF CONTRACTOR OR SUBCONTRACTOR
 Hudspeth & Associates, Inc.
 ADDRESS
 4775 S. Santa Fe Circle Englewood CO 80110
 PROJECT AND LOCATION County of Humboldt - Junk
 46280 State Hwy 36 Dinsmore CA
 PSA 2020-2022

OMB NO.: 1235-0008
 Expires: 02/28/2018

FOR WEEK ENDING 11/15/20

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS REASON	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS	
			11/09	11/10	11/11	11/12	11/13	11/14	11/15											
Mon	Tue	Wed	Thu	Fri	Sat	Sun														
Shain Albrecht 3086	0	Group 6 Area 1b		0.50	1.00						1.50	98.29	0.00	247.42	550.17	0.00	0.00	326.20	1123.79	2498.03
Shain Albrecht 3086	0	Area 2c Group 3		2.00	2.00						4.00	73.12	0.00	247.42	550.17	0.00	0.00	326.20	1123.79	2498.03
Hannah Bouska 0145	1	Group 3 Area 1b		2.00							2.00	80.04	0.00	219.99	538.90	0.00	0.00	40.04	798.93	2464.22
Hannah Bouska 0145	1	Group 6 Area 1b		1.00							1.00	98.29	0.00	219.99	538.90	0.00	0.00	40.04	798.93	2464.22
Hannah Bouska 0145	1	Area 2c Group 3		5.00	8.00	3.00					16.00	76.07	0.00	219.99	538.90	0.00	0.00	40.04	798.93	2464.22
James Martin 5383	0	Group 3 Area 1b		2.00	1.00	0.50	1.00				4.50	73.12	0.00	247.58	647.14	262.25	0.00	73.58	1230.55	2357.64
James Martin 5383	0	Area 2c Group 3		3.00	4.00	3.00	5.00	4.00			19.00	57.34	0.00	247.58	647.14	262.25	0.00	73.58	1230.55	2357.64
Andrew Powell 5737	0	Group 6 Area 1b		3.00			8.00	2.00			13.00	76.07	0.00	207.43	479.65	0.00	0.00	0.00	687.08	2374.33

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)



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Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Hudspeith & Associates, Inc.
 ADDRESS
 4775 S. Santa Fe Circle Englewood CO 80110
 PROJECT AND LOCATION County of Humboldt - Junk PROJECT OR CONTRACT NO.
 46280 State Hwy 36 Dinsmore CA PSA 2020-2022

OMB NO.: 1235-0008
Expires: 02/28/2018

PAYROLL NO. 2 FOR WEEK ENDING 11/15/20

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYING OR HOLDING POSITION	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			11/09	11/10	11/11	11/12	11/13	11/14	11/15				FICA	WITH- HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS
			Mon	Tue	Wed	Thu	Fri	Sat	Sun										
Andrew Powell 5737	0	Area 2c Group 3		5.00		1.00					73.12	474.50	207.43	479.65	0.00	0.00	0.00	687.08	2374.33
Daniel Ward 0515	0	Group 3 Area 1b		2.00		2.00					0.00	320.16	268.64	735.23	0.00	0.00	16.98	1020.85	2855.42
Daniel Ward 0515	0	Group 6 Area 1b				1.00					98.29	1163.27	268.64	735.23	0.00	0.00	16.98	1020.85	2855.42
Daniel Ward 0515	0	Area 2c Group 3		6.00		2.00					73.12	792.76	268.64	735.23	0.00	0.00	16.98	1020.85	2855.42

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 12/14/20

I, Katy Amann (Name of Signatory Party) Project Financial Coordinator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Hudspeth & Associates, Inc. on the

County of Humboldt - Junk Yard (Contractor or Subcontractor); that during the payroll period commencing on the

09 day of November, 2020, and ending the 15 day of November, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Hudspeth & Associates, Inc. (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below.

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,

State Disability(SDI) Court Ordered Wage Attachments, 401K

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.


(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Shain Albrecht - Other Deductions	401K, Life, STD, Acc, Med, Den, Vis
Hannah Bouska - Other Deductions	Life, Acc, Medical, Dental, Vision
James Martin - Other Deductions	SDI, Life, STD, Dental, Vision
Daniel Ward - Other Deductions	Life, Acc, Medical, Dental, Vision
REMARKS:	
Payroll #2	
Wage Decision #s NC-23-102-1-2020-2 Laborers	
NC-23-63-1-2020-2 Operating Engineer (Heavy and Highway)	
All employees are paid the fringe benefits in cash. There is no further breakout of fringe benefits paid to any plans or funds.	
NAME AND TITLE	SIGNATURE
Katy Amann Project Fi	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



U.S. Wage and Hour Division
Rev. Dec. 2008

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB NO.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS		FOR WEEK ENDING	(3) WORK CLASSIFICATION	(2) SOCIAL SECURITY NUMBER OF WORKER	(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
	4775 S. Santa Fe Circle Englewood CO 80110						PROJECT AND LOCATION County of Humboldt - Junk 46280 State Hwy 36 Dinsmore CA PSA 2020-2022										FICA	WITH-HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS
	11/15	11/16					11/17	11/18	11/19	11/20	11/21	11/22											
		Mon	Tue	Wed	Thu	Fri	Sat	Sun															
		HOURS WORKED EACH DAY																					
Shain Albrecht 3086	T	0	0	0	0	0	0	0	0	0	0	0	0.00	160.08	305.73	747.11	0.00	379.55	1738.35	2645.68			
Shain Albrecht 3086	T	0	2.00	1.00	3.00	3.00	8.00	1.00	2066.70	4.00	98.29	0.00	4384.03	305.73	747.11	0.00	379.55	1738.35	2645.68				
Shain Albrecht 3086	T	0	2.00	3.00	8.00	8.00	1.00	22.00	76.07	0.00	4384.03	305.73	747.11	0.00	379.55	1738.35	2645.68	2645.68					
Shain Albrecht 3086	T	0	1.00	0.50	1.00	5.00	7.50	1408.50	73.12	0.00	4384.03	305.73	747.11	0.00	379.55	1738.35	2645.68	2645.68					
Hannah Bouska 0145	M	1	0	0.50	1.00	6.00	7.50	3171.42	98.29	0.00	4384.03	302.35	849.78	0.00	40.04	1525.07	2814.71	2814.71					
Hannah Bouska 0145	M	1	0	1.00	6.00	8.00	32.00	4339.78	76.07	0.00	620.74	302.35	849.78	0.00	40.04	1525.07	2814.71	2814.71					
James Martin 5383	R	0	0	0	0	0	0	320.16	0.00	0.00	4339.78	273.73	630.80	0.00	77.00	1223.40	2706.69	2706.69					
James Martin 5383	R	0	2.00	1.00	1.00	4.00	3930.09	2320.16	80.04	0.00	3930.09	273.73	630.80	0.00	77.00	1223.40	2706.69	2706.69					
Daniel Ward 0515	J	0	0	0	0	0	0	2995.08	104.2	0.00	6001.75	431.24	1289.11	0.00	16.98	2202.56	3799.19	3799.19					

Public Burden Statement
While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Department of Labor
Wage and Hour Division

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Hudspeth & Associates, Inc.	ADDRESS 4775 S. Santa Fe Circle Englewood CO 80110	OMB NO.: 1235-0008 Expires: 02/28/2018
PAYROLL NO. 3		PROJECT OR CONTRACT NO. PSA 2020-2022
FOR WEEK ENDING 11/22/20	PROJECT AND LOCATION County of Humboldt - Junk 46280 State Hwy 36 Dinsmore CA	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S HOLDING NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS	
			11/16	11/17	11/18	11/19	11/20	11/21	11/22											
Mon	Tue	Wed	Thu	Fri	Sat	Sun														
Daniel Ward 0515	0	Group 6 Area 1b	1.00							1.00	0.00	76.07	431.24	1289.11	465.23	0.00	16.98	2202.56	3799.19	
Daniel Ward 0515	0	Area 2c Group 3	1.00	0.50	1.00	2.00				4.50	73.12	558.40	431.24	1289.11	465.23	0.00	16.98	2202.56	3799.19	
			3.00	1.00						4.00	57.34	6001.75								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week". U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 12/14/20

I, Katy Amann (Name of Signatory Party) Project Financial Coordinator (Title)

do hereby state: (1) That I pay or supervise the payment of the persons employed by Hudspeth & Associates, Inc. on the

County of Humboldt - Junk Yard (Contractor or Subcontractor)

16 day of November, 2020, and ending the 22 day of November, 2020, that during the payroll period commencing on the

Hudspeth & Associates, Inc. (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,

State Disability(SDI) Court Ordered Wage Attachments, 401K

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Shain Albrecht - Other Deductions	401K, Life, STD, Acc, Med, Den, Vis
Hannah Bouska - Other Deductions	Life, Acc, Medical, Dental, Vision
James Martin - Other Deductions	SDI, Life, STD, Dental, Vision
Daniel Ward - Other Deductions	Life, Acc, Medical, Dental, Vision

REMARKS:

Payroll #3

Wage Decision #s NC-23-102-1-2020-2 Laborers

NC-23-63-1-2020-2 Operating Engineer (Heavy and Highway)

All employees are paid the fringe benefits in cash. There is no further breakout of fringe benefits paid to any plans or funds.

NAME AND TITLE	SIGNATURE
Katy Amann Project Fi	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 JF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Hudspeth & Associates, Inc.
 ADDRESS
 4775 S. Santa Fe Circle Englewood CO 80110
 PROJECT AND LOCATION County of Humboldt - Junk
 46280 State Hwy 36 Dinsmore CA
 PSA 2020-2022
 OMB NO.: 1235-0008
 Expires: 02/28/2018
 PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYMENT STATUS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			FOR WEEK ENDING										FICA	WITH- HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS
			11/23	11/24	11/25	11/26	11/27	11/28	11/29										
Shain Albrecht 3086	0	Group 6 Area 1b							1.50	98.29	2353.47	241.31	532.33	225.84	0.00	320.60	1320.08	2221.81	
Shain Albrecht 3086	0	Area 2c Group 3							2.00	73.12	260.92	241.31	532.33	225.84	0.00	320.60	1320.08	2221.81	
Hannah Bouska 0145	1	Group 6 Area 1b							1.50	98.29	2429.54	224.90	554.31	229.33	0.00	40.04	1048.58	2278.79	
Hannah Bouska 0145	1	Area 2c Group 3							2.00	73.12	203.58	224.90	554.31	229.33	0.00	40.04	1048.58	2278.79	
Cody Hendrickson 1474	0	Area 2c Group 3							8.00	57.34	990.84	56.67	56.49	18.49	0.00	7.41	139.06	851.78	
James Martin 5383	0	Area 2c Group 3							1.75	73.12	988.06	173.27	412.19	162.87	0.00	63.87	812.20	1584.62	
Daniel Ward 0515	0	Group 3 Area 1b							30.00	0.00	2401.20	295.59	847.99	326.45	0.00	16.98	1487.01	2741.63	
Daniel Ward 0515	0	Area 2c Group 3							4.50	73.12	443.72	295.59	847.99	326.45	0.00	16.98	1487.01	2741.63	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 12/22/20

I, Katy Amann (Name of Signatory Party) Project Financial Coordinator (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by Hudspeth & Associates, Inc. (Contractor or Subcontractor) on the 23 day of November, 2020, and ending the 29 day of November, 2020, that during the payroll period commencing on the County of Humboldt - Junk Yard (Building or Work); that during the payroll period commencing on the 23 day of November, 2020, and ending the 29 day of November, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Hudspeth & Associates, Inc. (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,
State Disability(SDI) Court Ordered Wage Attachments, 401K

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH


Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Shain Albrecht - Other Deductions	401K, Life, STD, Acc, Med, Den, Vis
Hannah Bouska - Other Deductions	Life, Acc, Medical, Dental, Vision
James Martin - Other Deductions	SDI, Life, STD, Dental, Vision
Cody Hendrickson - Other Deductions	SDI
Daniel Ward - Other Deductions	Life, Acc, Medical, Dental, Vision

REMARKS:

Payroll #4
Wage Decision #s NC-23-102-1-2020-2 Laborers
NC-23-63-1-2020-2 Operating Engineer (Heavy and Highway)
All employees are paid the fringe benefits in cash. There is no further breakout of fringe benefits paid to any plans or funds.

NAME AND TITLE	SIGNATURE
Katy Amann Project Fi	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division
Rev. Dec. 2008

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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) EMPLOYMENT STATUS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS
			11/30	12/01	12/02	12/03	12/04	12/05	12/06										
			Mon	Tue	Wed	Thu	Fri	Sat	Sun										
Shain Albrecht 3086	T	Group 3 Area 1b							5.00	104.2	761.37	389.84	1089.65	410.57	0.00	456.52	2346.58	3136.98	
Shain Albrecht 3086	T	Group 6 Area 1b							3.00	80.04	5483.56								
Shain Albrecht 3086	T	Group 6 Area 1b							29.50	76.07	5483.56								
Shain Albrecht 3086	T	Area 2c Group 3							11.00	73.12	1234.37								
Hannah Bouska 0145	M	Group 6 Area 1b							7.00	98.29	3312.45								
Hannah Bouska 0145	M	Area 2c Group 3							34.50	76.07	4745.58								
Cody Hendrickson 1474	A	Group 3 Area 1b							2.00	104.2	208.50								
Cody Hendrickson 1474	A	Group 6 Area 1b							1.00	98.29	174.36								
Cody Hendrickson 1474	A	Area 2c Group 3							6.50	73.12	2539.52								
Cody Hendrickson 1474	A	Area 2c Group 3							36.00	57.34	3433.38								

Public Burden Statement

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)



U.S. Wage and Hour Division
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U.S. Department of Labor
Wage and Hour Division

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NAME OF CONTRACTOR OR SUBCONTRACTOR
 Hudspeith & Associates, Inc.
 ADDRESS
 4775 S. Santa Fe Circle Englewood CO 80110
 PROJECT AND LOCATION County of Humboldt - Junk
 PROJECT OR CONTRACT NO. PSA 2020-2022
 OMB NO.: 1235-0008
 Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S JOB TITLE	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			FOR WEEK ENDING										FICA	WITH- HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS
			11/30	12/01	12/02	12/03	12/04	12/05	12/06										
			Mon	Tue	Wed	Thu	Fri	Sat	Sun										
Daniel Ward 0515	0	Group 3 Area 1b		7.00	7.50	7.00	7.00	3.00		31.50	80.04	0.00	458.65	1588.12	547.01	0.00	16.98	2610.76	3749.40
Daniel Ward 0515	0	Group 6 Area 1b					2.00			2.00	98.29	0.00	458.65	1588.12	547.01	0.00	16.98	2610.76	3749.40
Daniel Ward 0515	0	Area 2c Group 3		1.00	1.50	2.00	2.00	1.00	3.00	10.50	73.12	0.00	458.65	1588.12	547.01	0.00	16.98	2610.76	3749.40

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 01/04/21

I, Katy Amann Project Financial Coordinator

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Hudspeth & Associates, Inc.

(Contractor or Subcontractor)

on the

County of Humboldt - Junk Yard; that during the payroll period commencing on the

(Building or Work)

30 day of November, 2020, and ending the 06 day of December, 2020,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Hudspeth & Associates, Inc.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,

State Disability(SDI) Court Ordered Wage Attachments, 401K

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Shain Albrecht - Other Deductions	401K, Life, STD, Acc, Med, Den, Vis
Hannah Bouska - Other Deductions	Life, Acc, Medical, Dental, Vision
Cody Hendrickson - Other Deductions	SDI
Daniel Ward - Other Deductions	Life, Acc, Medical, Dental, Vision

REMARKS:

Payroll #5

Wage Decision #s NC-23-102-1-2020-2 Laborers

NC-23-63-1-2020-2 Operating Engineer (Heavy and Highway)

All employees are paid the fringe benefits in cash. There is no further breakout of fringe benefits paid to any plans or funds.

NAME AND TITLE

SIGNATURE

Katy Amann Project Fi

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 13 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR OR SUBCONTRACTOR
 Hudspeth & Associates, Inc.
 ADDRESS
 4775 S. Santa Fe Circle Englewood CO 80110
 PROJECT AND LOCATION County of Humboldt - Junk PROJECT OR CONTRACT NO. PSA 2020-2022

OMB NO.: 1235-0008
 Expires: 02/28/2018

PAYROLL NO. 6 FINAL
 FOR WEEK ENDING 12/13/20
 46280 State Hwy 36 Dinsmore CA

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS FROM SOCIAL SECURITY	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			12/07	12/08	12/09	12/10	12/11	12/12	12/13				FICA	WITH- HOLDING TAX	SWH	SUI		OTHER	TOTAL DEDUCTIONS
			Mon	Tue	Wed	Thu	Fri	Sat	Sun										
Hannah Bouska 0145	M	Group 6 Area 1b								4.00	0.00	304.28	59.41	70.70	29.00	0.00	40.04	199.15	714.99
Hannah Bouska 0145	M	Area 2c Group 3								4.00	0.00	229.36	59.41	70.70	29.00	0.00	40.04	199.15	714.99
Daniel Ward 0515	J	Group 3 Area 1b								3.00	0.00	240.12	212.77	418.89	155.41	0.00	16.98	804.05	2092.00
Daniel Ward 0515	J	Group 6 Area 1b								1.00	0.00	76.07	212.77	418.89	155.41	0.00	16.98	804.05	2092.00
Daniel Ward 0515	J	Area 2c Group 3								3.00	0.00	172.02	212.77	418.89	155.41	0.00	16.98	804.05	2092.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(b)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine if employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 01/04/21

I, Katy Amann Project Financial Coordinator
(Name of Signatory Party) (Title)

do hereby state: (1) That I pay or supervise the payment of the persons employed by Hudspeth & Associates, Inc. on the 07 day of December, 2020, and ending the 13 day of December, 2020, that during the payroll period commencing on the 07 day of December, 2020, and ending the 13 day of December, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Hudspeth & Associates, Inc. from the full Contractor or Subcontractor

County of Humboldt - Junk Yard (Building or Work) ; that during the payroll period commencing on the 07 day of December, 2020, and ending the 13 day of December, 2020, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Hudspeth & Associates, Inc. from the full Contractor or Subcontractor

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,

State Disability(SDI) Court Ordered Wage Attachments, 401K

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Hannah Bouska - Other Deductions	Life, Acc, Medical, Dental, Vision
Daniel Ward - Other Deductions	Life, Acc, Medical, Dental, Vision

REMARKS:

Payroll #6 FINAL
Wage Decision #s NC-23-102-1-2020-2 Laborers
NC-23-63-1-2020-2 Operating Engineer (Heavy and Highway)
All employees are paid the fringe benefits in cash. There is no further breakout of fringe benefits paid to any plans or funds.

NAME AND TITLE	SIGNATURE
Katy Amann Project Fi	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

NON-HAZARDOUS WASTE MANIFEST

Please print or type (Form designed for use on elite (12 pitch) typewriter)

NON-HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. CAC003094926	Manifest Document No. D328158	2. Page 1 of
3. Generator's Name and Mailing Address Bobby Marks 46260 State Hwy 38 Livermore, CA 94550				
4. Generator's Phone (925-350-1499)				
5. Transporter 1 Company Name Reiman Trucking	6. US EPA ID Number CAR000154740	A. State Transporter's ID		
		B. Transporter 1 Phone 209-321-0319		
7. Transporter 2 Company Name Environmental Management Technologies	8. US EPA ID Number CAR000183574	C. State Transporter's ID		
		D. Transporter 2 Phone		
9. Designated Facility Name and Site Address Environmental Waste Solutions 31615 Industrial Ln. Parker South, AZ 85344 877-227-0189		10. US EPA ID Number AZR000520478	E. State Facility's ID	
		F. Facility's Phone		
11. WASTE DESCRIPTION		Containers		13. Total Quantity
		No.	Type	14. Unit Wt./Vol.
a. Non-Hazardous Waste Solid (Soil)		1	SMALL DM	+ 200
				200 Pkg P
b.				
c.				
d.				
G. Additional Descriptions for Materials Listed Above		H. Handling Codes for Wastes Listed Above		
15. Special Handling Instructions and Additional Information Project Number 271012 Document #: D328158				
1) EWS5019 BOE-001 (55DM)				
16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.				
Printed/Typed Name Bob Marks		Signature <i>Bob Marks</i>		Date 12 03 20
17. Transporter 1 Acknowledgement of Receipt of Materials		Date		
Printed/Typed Name BUAROD OF ALBA		Signature <i>B. Alba</i>		Date 12 03 20
18. Transporter 2 Acknowledgement of Receipt of Materials		Date		
Printed/Typed Name ALLEN CHUNG		Signature <i>Allen Chung</i>		Date 12 08 20
19. Discrepancy Indication Space				
20. Facility Owner or Operator: Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.				
Printed/Typed Name MANSON MUN		Signature <i>Manson Mun</i>		Date 12 11 20

NON-HAZARDOUS WASTE GENERATOR

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAC003094926	2. Page 1 of 1	3. Emergency Response Phone 888-785-7225	4. Manifest Tracking Number 015401442 FLE		
5. Generator's Name and Mailing Address Bobby Marks 46280 State Hwy 36 Dinsmore, CA 95526 Generator's Phone: 925-350-1499				Generator's Site Address (if different than mailing address)			
6. Transporter 1 Company Name Naman Trucking				U.S. EPA ID Number CAR000154740			
7. Transporter 2 Company Name Temary Recycling, Inc - USA				U.S. EPA ID Number CAR000194217			
8. Designated Facility Name and Site Address Recicladora Temary de Mexico, SA DE CV CARR, FED #2 Mex-TJ KM 121 SAN PABLO Tecate, B.C. Mexico, Facility's Phone: 619-270-9453				U.S. EPA ID Number MXC130619001			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	X	1. NA3082, Hazardous waste, liquid, n.o.s. (Gasoline, Oil), 9, PGIII	No. 18	Type DM	18 BA 18 RAY 776	P 55 50	343 D018
		2.					
		3.					
		4.					
14. Special Handling Instructions and Additional Information 1) ERG#171; TR209435 BOR-001-0018 (SSDM) Project Number 271012 Document #: D328159 PRIMARY EXPORTER TEMARY EXPORTER 416 Tecate B.C. Tecate, CA 91980							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offor's Printed/Typed Name Bob Marks				Signature Bob Marks		Month Day Year 12 3 20	
TRANSPORTER INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input checked="" type="checkbox"/> Export from U.S.		Port of entry/exit: OTAY Date leaving U.S.: 12/21/2020				
	17. Transporter Acknowledgment of Receipt of Materials						
TRANSPORTER	Transporter 1 Printed/Typed Name RICARDO DE ALBA		Signature R. D. A.		Month Day Year 12 3 20		
	Transporter 2 Printed/Typed Name Adame		Signature Adame		Month Day Year 12 17 20		
DESIGNATED FACILITY	18. Discrepancy						
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
	18b. Alternate Facility (or Generator)				Manifest Reference Number:		
	Facility's Phone:				U.S. EPA ID Number		
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H020		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name Norma Gallardo				Signature Norma Gallardo		Month Day Year 12 21 2020	

FOLD LABEL AT DOTTE LINE. AFFIX TO RIGHT SIDE OF HAZARDOU MATERIAL BILLS SO THAT TAB STICKS OUT.
LT198U © 1997 LABELMASTER

CATEGORIZACION / SCREENING REPORT

NO. **216747**



Recicladora Temarry de México S.A. de C.V.

Carretera Federal No. 2 Mexicali-Tijuana KM. 121, San Pablo Tecate B.C. C.P.21530
Tel.: (665)655-14-62 Fax: (665)655-7148

Generador / Generator **BOBBY MARKS**

Manifiesto(s)/Manifest: **FLE 15401442**

Residuo / Waste: _____

No. de Embarque: **R20-2021**

Perfil / Profile: _____ Disposición: _____

Contenedores / Container: _____

Residuo / Waste	Manifiesto Manifest	Cantidad Qty.	Tipo de Cont. Container	Kgs./Lts. Weight/Vol.	% Líquido % Liquid	% Lodo % Sludge	PH	Densidad Density	Cod. Actual	Cod. Profile	Perfil Profile	Discrepancia Discrepancy
GASOLINE / COOLANT OIL	FLE15401442	1/18	DM	200.00	100		6	1.000	IC-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	2/18	DM	200.00	100		6	1.000	IC-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	3/18	DM	190.00	100		6	.850	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	4/18	DM	200.00	100		6	.850	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	5/18	DM	170.00	100		6	1.000	IC-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	6/18	DM	200.00	100		6	.860	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	7/18	DM	200.00	100		6	.850	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	8/18	DM	200.00	100		6	.850	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	9/18	DM	200.00	100		6	.850	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	10/18	DM	200.00	100		6	1.000	IC-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	11/18	DM	190.00	100		6	.850	IA-55	IC-55	R20-...	

COMENTARIOS / COMMENTS

TIBOR METALICO / DRUM 200 LTS. (TM) YARDA CUBICA / CUBIC YARD (CC) TOTE 1000 Lts. (TT) CUBETA METALICA / PAIL (CM) PORRON / BARROW 20 ITS (PP)
 TIBOR PLASTICO / DRUM 200 LTS. (TP) BOLSA / BAG (B) SUPER SACO / SUPER SACK (SS) CUBETA PLASTICA / PAIL (CP) PORRON / BARROW 50 Lts. (PP)
 TIBOR CARTON / DRUM 200 LTS. (TC) MUESTRA / SAMPLE (M) GALON / GALLON (GAL) PACA / BALE (PC) OTRO _____

FIRMA DEL GENERADOR / GENERATOR	TRANSPORTISTA / TRANSPORTER	TECNICO DE CAMPO / FIELD TECH
		TECNICO DE PLANTA RTM/ RTM TECH / DATE

GENERADOR EN ESTE DOCUMENTO MANIFIESTO QUE LOS RESIDUOS ENTREGADOS CUMPLEN CON LAS CARACTERISTICAS DE LOS PERFILES PARA SU TRATAMIENTO Y DISPOSICION EN RECICLADORA TEMARRY DE MEXICO S.A. DE C.V. DE NO SER ASI, APRUEBO DISCREPANCIAS

EN CASO DE DERRAME, FUGA, INCENDIO, EXPLOSION, O EN DONDE SE INVOLUGREN PRODUCTOS QUIMICOS LLAME AL DEPTO. DE BOMBEROS (666) O SETIQ. 01-900-00-214-00

CATEGORIZACION / SCREENING REPORT

216747

NO.

Recicladora Temarry de México S.A. de C.V.

Carretera Federal No. 2 Mexicali-Tijuana KM. 121, San Pablo Tecate B.C. C.P.21530
 Tel.: (665)655-14-62 Fax: (665)655-7148



Generador / Generator **BOBBY MARKS**

Manifiesto(s)/Manifest: **FLE 15401442**

Residuo / Waste: _____

No. de Embarque: **R20-2021**

Perfil / Profile: _____ Disposición: _____

Contenedores / Container: _____

Residuo / Waste	Manifiesto Manifest	Cantidad Qty.	Tipo de Cont. Container	Kgs./Lts. Weight/Vol.	% Líquido % Liquid	% Lodo % Sludge	% Sólido % Solid	PH	Densidad Density	Cod. Actual	Cod. Profile	Perfil Profile	Discrepancia Discrepancy
GASOLINE / COOLANT OIL	FLE15401442	12/18	DM	190.00	100			6	.850	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	13/18	DM	180.00	100			6	.850	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	14/18	DM	190.00	100			6	1.000	IC-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	15/18	DM	200.00	100			6	1.000	IC-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	16/18	DM	200.00	100			6	.860	IA-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	17/18	DM	200.00	100			6	1.000	IC-55	IC-55	R20-...	
GASOLINE / COOLANT OIL	FLE15401442	18/18	DM	200.00	100			6	.860	IA-55	IC-55	R20-...	

COMENTARIOS / COMMENTS

TIBOR METALICO / DRUM 200 LTS. (TM) YARDA CUBICA / CUBIC YARD (CC) TOTE 1000 Lts. (TT) CUBETA METALICA / PAIL (CM) PORRON / BARROW 20 LTS (PP)
 TIBOR PLASTICO / DRUM 200 LTS. (TP) BOLSA / BAG (B) SUPER SACO / SUPER SACK (SS) CUBETA PLASTICA / PAIL (CP) PORRON / BARROW 50 Lts. (PP)
 TIBOR CARTON / DRUM 200 LTS. (TC) MUESTRA / SAMPLE(M) GALON / GALLON (GAL) PACA / BALE (PC) OTRO _____

FIRMA DEL GENERADOR / GENERATOR	TRANSPORTISTA / TRANSPORTER	TECNICO DE CAMPO / FIELD TECH
		TECNICO DE PLANTA RTM/ RTM TECH / DATE

GENERADOR EN ESTE DOCUMENTO MANIFIESTO QUE LOS RESIDUOS ENTREGADOS CUMPLEN CON LAS CARACTERISTICAS DE LOS PERFILES PARA SU TRATAMIENTO Y DISPOSICION EN RECIKLADORA TEMARRY DE MEXICO S.A. DE C.V. DE NO SER ASI.

APRUEBO DISCREPANCIAS

EN CASO DE DERRAME, FUGA, INCENDIO, EXPLOSION, O EN DONDE SE INVOLUCREN PRODUCTOS QUIMICOS LLAME AL DEPTO. DE BOMBEROS (066) O SETIQ. 01-800-00-214-00



TEMARRY RECYCLING, INC.

EPA ID#CAR000194217

CERTIFICATE OF RECYCLING

THIS IS TO CERTIFY THAT THE WASTE DESCRIBED ON

MANIFEST #: **15401442 FLE**

FROM: **BOBBY MARKS**

HAS BEEN RECEIVED & PROCESSED AT:

RECICLADORA TEMARRY DE MEXICO, S.A. DE C.V.

ACCORDING TO ALL FEDERAL, STATE AND LOCAL
REGULATIONS AND IN COMPLIANCE WITH THE
NOTIFICATION OF INTENT TO EXPORT FILED WITH THE
DEPARTMENT OF TOXIC SUBSTANCE CONTROL AND THE
U.S. EPA

A handwritten signature in black ink, appearing to read "Matt Songer", is written over a horizontal line.

MATT SONGER
PRESIDENT

12/21/2020

DATE

ATTACHMENT D

COST RECOVERY HEARING REQUEST FORM

Address of Affected Property: 46280 State Highway 36, Bridgeville, California, 95526

Assessor's Parcel Number: 208-341-024

To: Humboldt County Code Enforcement Unit
3015 H Street
Eureka California, 95501

Pursuant to Humboldt County Code Section 351-18, I am requesting a hearing to contest the amount of the nuisance abatement assessment proposed to be levied against the affected property in order to recover the abatement costs, administrative costs and/or attorney's fees incurred by the Humboldt County Code Enforcement Unit during the performance of the actions required to correct the condition or conditions found to constitute a nuisance on the affected property.

[Brief statement of the material facts that the requesting party claims support the contention that amount of the proposed assessment is inappropriate under the circumstances of this case]: _____

_____.

[Address at which the requesting party agrees to accept service of any additional notices or documents relating to the amount of the proposed assessment]:

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

I understand, and agree, that if I fail to appear at the place and time set for the requested Cost Recovery Hearing, as set forth in the Notice of Cost Recovery Hearing issued pursuant to Humboldt County Code Section 351-18, the amount of the proposed assessment will become final, and be summarily approved by the Humboldt County Board of Supervisors, ten (10) calendar days after service of the Notice of Nuisance Abatement Assessment pursuant to Humboldt County Code Section 351-21.

I hereby declare under the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Date: _____

Name: _____

APN: 208-341-024

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Daniela Parada, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Planning and Building Department, 3015 H Street, Eureka, California; that on May 18, 2021 I served a true copy

Service of Notice of Nuisance Abatement Assessment

XXX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S. Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below: (First Class and Cert.)

Mr. Bobby Marks
46280 State Highway 36
Bridgeville, CA 95526

Eugene Denson
PO Box 158
Alderpoint, CA 95511-0158

_____ by personally hand delivering a true copy thereof to the occupant at the premises located at:

_____ by personally posting a true copy thereof on the premises located at:

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County’s Mailroom designated to the attorney named below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this day 18th of May 2021, in the City of Eureka, County of Humboldt, State of California.

Daniela Parada
Daniela Parada, Code Enforcement Legal Office Assistant

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Daniela Parada, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Planning and Building Department, 3015 H Street, Eureka, California; that on May 18, 2021 I served a true copy

Service of Notice of Nuisance Abatement Assessment

XXX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S. Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below: (First Class and Cert.)

Mr. Phillip Viveiros
48 Johnson Lane
Carlotta, CA 95526

Eugene Denson
PO Box 158
Alderpoint, CA 95511-0158

_____ by personally hand delivering a true copy thereof to the occupant at the premises located at:

_____ by personally posting a true copy thereof on the premises located at:

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this day 18th of May 2021, in the City of Eureka, County of Humboldt, State of California.

Daniela Parada

Daniela Parada, Code Enforcement Legal Office Assistant

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Daniela Parada, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Planning and Building Department, 3015 H Street, Eureka, California; that on May 18, 2021 I served a true copy

Service of Notice of Nuisance Abatement Assessment

XXX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S. Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below: (First Class and Cert.)

Ms. Virginia Marks
46280 State Highway 36
Bridgeville, CA 95526

Eugene Denson
PO Box 158
Alderpoint, CA 95511-0158

_____ by personally hand delivering a true copy thereof to the occupant at the premises located at:

_____ by personally posting a true copy thereof on the premises located at:

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County’s Mailroom designated to the attorney named below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this day 18th of May 2021, in the City of Eureka, County of Humboldt, State of California.

Daniela Parada
Daniela Parada, Code Enforcement Legal Office Assistant



COUNTY OF HUMBOLDT
 PLANNING AND BUILDING DEPARTMENT
 CODE ENFORCEMENT

9150 Street • Humboldt, CA 99901
 Phone: (707) 476-2629 • Fax: (707) 268-3762

May 18, 2021 Certified Mailing No.: 9171 9690 0935 0247 9909 32

Mr. Virginia Marks
 46280 State Highway 36
 Bridgeville, CA 95526

RE: Service of Notice of Nuisance Abatement Assessment
 46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024
 Case No: 19CEU-65

Dear Mr. Marks,

Please see attached the Notice of Nuisance Abatement Assessment for your property located at 46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024, for your Code Enforcement Case 19CEU-65.

If you have any questions or concerns about these documents, please feel free to contact me by telephone at (707) 268-3747, or by email lmcneill@planning.humboldt.ca.us.

Sincerely,
Loren McNeill
 Loren McNeill
 Code Enforcement Manager

Attachment: Notice of Nuisance Abatement Assessment
 cc: Eugene Dutton

COUNTY OF HUMBOLDT
 PLANNING AND BUILDING DEPARTMENT
 CODE ENFORCEMENT

9150 Street • Humboldt, CA 99901
 Phone: (707) 476-2629 • Fax: (707) 268-3762

May 18, 2021 Certified Mailing No.: 9171 9690 0935 0247 9909 14

Mr. Bobby Marks
 46280 State Highway 36
 Bridgeville, CA 95526

RE: Service of Notice of Nuisance Abatement Assessment
 46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024
 Case No: 19CEU-65

Dear Mr. Marks,

Please see attached the Notice of Nuisance Abatement Assessment for your property located at 46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024, for your Code Enforcement Case 19CEU-65.

If you have any questions or concerns about these documents, please feel free to contact me by telephone at (707) 268-3747, or by email lmcneill@planning.humboldt.ca.us.

Sincerely,
Loren McNeill
 Loren McNeill
 Code Enforcement Manager

Attachment: Notice of Nuisance Abatement Assessment
 cc: Eugene Dutton

COUNTY OF HUMBOLDT
 PLANNING AND BUILDING DEPARTMENT
 CODE ENFORCEMENT

9150 Street • Humboldt, CA 99901
 Phone: (707) 476-2629 • Fax: (707) 268-3762

May 18, 2021 Certified Mailing No.: 9171 9690 0935 0247 9909 23

Mr. Phillip's cousin
 46280 State Highway 36
 Bridgeville, CA 95526

RE: Service of Notice of Nuisance Abatement Assessment
 46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024
 Case No: 19CEU-65

Dear Mr. Vivians,

Please see attached the Notice of Nuisance Abatement Assessment for your property located at 46280 State Highway 36, Bridgeville, CA 95526, APN: 208-341-024, for your Code Enforcement Case 19CEU-65.

If you have any questions or concerns about these documents, please feel free to contact me by telephone at (707) 268-3747, or by email lmcneill@planning.humboldt.ca.us.

Sincerely,
Loren McNeill
 Loren McNeill
 Code Enforcement Manager

Attachment: Notice of Nuisance Abatement Assessment
 cc: Eugene Dutton

DISMANTLERS

574 - 6521

53529



6091



Three official notices from the City of Blount County are posted on the sign. Each notice includes the city seal and text regarding property maintenance or public safety. The notices are partially obscured by the sign's text.

DISMANTLERS

574-6521

50528



PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Warren Black, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Humboldt County Courthouse; 825 Fifth Street, Eureka, California; that on May 18, 2021, I served a true copy of **NOTICE OF NUISANCE ABATEMENT ASSESSMENT.**

_____ by placing a true copy thereof enclosed in a sealed envelope and depositing the envelope at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar, addressed as set forth below:

_____ by personally hand delivering a true copy thereof to the property owner, Nicholas Paissios, at the Planning & Building Dept. located at: 3015 H st , Eureka, Ca. 95501

___xxx___ by personally posting a true copy thereof on the premises located at: APN: 208-341-024-000; 46280 Highway 36, Dinsmore, Ca. 95526

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

_____ by fax as set forth below:

_____ by electronic service as set forth below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/18/2021, in the City of Eureka, County of Humboldt, State of California.



Warren Black, Code Compliance Officer